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LANDLORD AND TENANT—BREACH OF LEASE—EVICTION.—Suit for rent of a hall, on a lease wherein defendant agreed to conduct it as a respectable dancing academy and ballroom. Defendant sublet the hall for two evenings to a colored dancing club. Lessor objected, and after negroes had used the hall one evening, lessor locked the doors. Defendant considered this an eviction and thereafter did not occupy under the lease. *Held*, that subletting to negroes was not a breach of the covenant; act of plaintiff was an eviction, and defendant is not liable for rent. *Central Business College Co. v. Rutherford et al.* (1910), — Colo. —, 107 Pac. 279.

Unless so stated in the lease, renting to negroes is not a violation of the covenant. The fact that sublessees are negroes does not of itself make them disreputable. U. S. Const. 14th Amend. To constitute an eviction, more than a mere trespass is necessary. There must be something of a grave and permanent character done by the landlord with the intention of depriving the tenant of the enjoyment of the demised premises. *Upton v. Townend*, 17 C. B. 30; *Meeker v. Spalsbury*, 66 N. J. L. 60; TAYLOR, LANDLORD AND TENANT, § 309. Any act of the landlord which deprives his tenant of that beneficial enjoyment of the premises to which he is entitled under the lease is in law an eviction. *Peck v. Hiler*, 14 How. Pr. (N. Y.) 155. A lessee sued for rent may defeat the landlord's claim by proving an eviction. *Edgerton v. Page*, 20 N. Y. 281; *Heinrich v. Mack*, 56 N. Y. Supp. 155; *Fuller v. Ruby*, 10 Gray 285. While the rules announced in the principal case have long been settled, the facts are unique among cases on the subject.

LIFE ESTATES—TAX TITLE—DESTRUCTION OF REMAINDER.—A bill in equity alleges that A and wife, life tenants under a will, being indebted to B, agreed with B that he might pay the taxes on the estate, take a tax deed therefor and collect the rents and profits until such time as the income had discharged the indebtedness, when he should reconvey to A, thus destroying the remainder. B paid the taxes for five years but conveyed to a bona fide holder, instead of reconveying to A, when he received his collector's deed. Plaintiffs, the remaindermen, now file a bill against the bona fide holder praying that the tax deeds be cancelled and an accounting rendered. *Held*, failure to prove fraudulent agreement between A and B, therefore, plaintiffs cannot recover. *Solis v. Williams et al.* (1910), — Mass. —, 91 N. E. 148.

The title of the remainderman cannot be destroyed by any act of the life tenant. *Hall v. Condon*, (1909) — Ala. —, 51 South 20. A tenant for life cannot make any contract or agreement which will bind the remainderman or his estate. 16 Cyc. 641; *Chilvers v. Race*, 196 Ill. 71. A life tenant must pay all the ordinary taxes on the premises during the continuance of his estate in the absence of an agreement or provision in the instrument creating the estate relieving him from that liability. 16Cyc. 632; *Jeffers v. Sydnham*, 129 Mich. 440. As it is the duty of the life tenant to keep down the taxes on the property a sale of the latter for taxes will reach only the life estate. *Stovall v. Austin*, 84 Tenn. (16 Lea.) 700. A mortgagee of a life estate, in possession and enjoying the income of the mortgaged property, cannot, as against the remainderman, acquire a tax title based on taxes accruing